



Terms & Conditions of Service

I recognize and understand that the SERVICE offered by Battle City Tactical Laser Tag may involve certain risks. Those risks include, but are not limited to, the risk of injury resulting from possible malfunction of the equipment used in the SERVICE or injuries such as tripping, falling or slipping.

In addition, I recognize that the exertion of the SERVICE could result in injury or death. I understand that the SERVICE operates outdoors and that elements such as the landscape, solar visibility and weather are not in the control of Battle City, their directors, officers, employees, agents and representatives (all of whom are hereinafter collectively referred to as the "RELEASEES").

Despite these and other risks, and fully understanding such risks, I wish to use the SERVICE and hereby assume the risk of using the SERVICE. I also hereby hold harmless the RELEASEES and indemnify them against any or all claims, actions, suits, procedures, costs, expenses (including attorney's fees and other expenses), damages and liabilities arising out of, connected with, or resulting from using the SERVICE, including without limitation, those resulting from the manufacture, selection, delivery, possession, use or operation of the SERVICE.

I hereby release the RELEASEES from any and all liability, and I understand that this release shall be binding upon my estate, my heirs, my representatives and assigns. I hereby accept all responsibility regarding the use of the SERVICE, including the injury or damages of all parties and my guests that use the SERVICE during my reservation; or injuries or damages of all parties and my guests following the use of the Service.

In consideration of using the SERVICE, I hereby agree as follows:

1. TO WAVE ANY AND ALL CLAIMS that I have or may in the future have against the RELEASEES;
2. TO RELEASE THE RELEASEES from any and all liability from any loss, damage, injury or expense that I, all parties or my guests may suffer or that my or their next of kin may suffer as a result of my rental of the SERVICE due to any cause whatsoever, INCLUDING NEGLIGENCE;
3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage of property of, or personal injury to, any third party, resulting from the rental of the SERVICE;
4. TO REIMBURSE THE RELEASEES of total replacement fees, plus administrative fees and applicable court fees paid by the RELEASEES to recover the fees for any damaged or unreturned equipment or supplies;
5. TO OBTAIN AND POSSESS any necessary permits or insurance as required for my event. (Important: Battle City does not provide Certificates of Insurance to clients for their specific event);
6. That this AGREEMENT shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns, in the event of my death.

Additional Terms & Conditions:

- **Security Deposit:** I understand that a Security Deposit towards the total booking fees may be due to hold my reservation. Security Deposits are due immediately upon the submission of a booking request. If a required Security Deposit is not paid within 24-hours of the submitted booking request the event will be cancelled.
- **Cancellation Policy:** I understand that the reservation can be cancelled without penalty up to 7-days and 1-hour prior to the reservation date. Reservations cancelled with less than 7-days and 1-hour notice will be subject to no refund of the Security Deposit. Cancellation reasons such as, but not limited to the following will not be approved: light weather conditions, poor planning by the event planner, low number of attending guests, inappropriate space to operate the event, etc. Cancellations are subject to Battle City Management approval.
- **Inclement Weather Cancellation Policy:** In the event the reservation cannot operate due to severe weather (such as: thunder storms, aggressive rain/snow/ice/wind), the Security Deposit amount will be credited to the event planner for rescheduling of the event or any other service offered by Battle City; the credit is valid for 30-days (the credit must be applied to a reservation or used within 30-days from the date of the original event). Reservations cancelled due to inclement weather will be subject to no refund of the Security Deposit. Cancellations due to inclement weather are subject to Battle City Management approval.
- **Virus and Disease Cancellation Policy:** In the event the reservation cannot operate due to illness or injury of a virus or disease (such as: Coronavirus, Monkeypox, seasonal flu), the Security Deposit amount will be credited to the event planner for rescheduling of the event or any other services offered by Battle City; the credit amount is valid for 30-days (the credit must be applied to a reservation or used within 30-days from the date of the original event). Reservations cancelled due to illness of a virus or disease will be subject to no refund of the Security Deposit. Cancellations due to illness of a virus or disease are subject to Battle City Management approval.

In the event the reservation cannot operate due to a State of Emergency declared by a government body including a virus or disease, a total refund of the Security Deposit will be returned to the event planner.

- **Rescheduling Policy:** I understand that the reservation can be rescheduled without penalty up to 7-days and 1-hour prior to the reservation date. Reservations rescheduled with less than 7-days and 1-hour but more than 3-days and 1-hour notice will be subject to no refund of the Security Deposit; the fully amount of the Security Deposit will be credited with no cash value to the rescheduled date (the credit must be applied to a reservation or used within 30-days from the date of the original event). Reservations rescheduled with less than 3-days and 1-hour notice will be subject to no refund and no credit of the Security Deposit. A Security Deposit credit cannot be used a second time and should a rescheduled reservation be rescheduled a second time, no credit will be available.
- **Rescheduled Reservations:** Reservations that are rescheduled outside of the regular Cancellation Policy cannot be rescheduled a second
- **Statutory Holiday Fee:** I understand that there will be an additional fee of \$115.00 per hour applied for Birthday Parties, Function and Mobile reservations scheduled on Statutory Holidays (such as, but not limited to: Family Day, Good Friday, Canada Day, Labour Day and Thanksgiving).
- **Mobile Reservation, Travel Fee:** I understand that there is a Travel Fee for reservations not booked at one of Battle City's Venues. The travel fee will be calculated at \$0.60 per kilometer each way.
- **Mobile Reservation, Late Night Fee, Out of Service Area:** I understand that there is a Fee for reservations booked in an Extended Service Area that operate after the designated hours, as follows: Extended Service Area 1 - No Fee, Extended Service Area 2 (120-159KM and past 10:00PM) - \$70.80, Service Area 3 (160-199KM and past 9:00PM) - \$70.80, Out of Service Area (200KM+ at any time) - \$141.60.
- **Mobile Reservation, Event Location Good Condition Policy (If Applicable):** I understand that by using a location facilitated by me (the Event Planner), that I must ensure the event location is in good condition to host my event at. This includes it being free of hazards, elements of danger (including, but not limited to: tripping, slipping and falling hazards) and must free of animal excrement. I understand that Battle City will not set-up their equipment or operate their services at a location that is not free of hazards, elements of danger or free of animal excrement. I agree that if Battle City team members arrive for my event and the event location is not in good condition as described above, that the total invoice amount will still be due in full, even if Battle City does not provide their services as a result of my failure to ensure the event location was in good condition for my event. If the total invoice amount was paid in full prior to the event, no refund will be issued as a result of any failure to ensure the event location is in good condition for an event. If the total invoice amount was not paid in full prior to the event, the remaining invoice amount is to be paid in full within 5 days of the event. Failure to pay the invoice amount in full will result in the invoice amount and other related fees being claimed against me through civil action under the laws of Ontario. Battle City team members may authorize an event start time to be delayed to give the Event Planner an opportunity to meet this requirement. If Battle City team members authorize this delay there will be an additional fee of \$50.00 for every 1-30 minutes that the event is delayed. The approval for a delayed event start time will depend on the available schedule of the Battle City team. A delayed event start time is not guaranteed.